

**UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF TEXAS  
DALLAS DIVISION**

LARRY CALDWELL, AARON	§	
NIBLET, JORDAN EVANS, RYAN	§	
BELL, WILLIAM MASSEY,	§	
WILLIAM SHARP, EARL BULLOCK	§	
DAVID SMITH, and BETTY JOSHUA	§	
	§	
<i>Plaintiffs,</i>	§	Civil Action 3:23-cv-1315
	§	
vs.	§	<b>JURY DEMANDED</b>
	§	
UPS CARTAGE SERVICES, INC.,	§	
	§	
<i>Defendant.</i>	§	

**EMERGENCY MOTION FOR  
PROTECTIVE ORDER REGARDING DISCOVERY ON DISCOVERY**

TO THE HONORABLE ADA BROWN:

Plaintiffs Larry Caldwell, Aaron Niblet, Jordan Evans, Ryan Bell, William Massey, William Sharp, Earl Bullock, David Smith, and Betty Joshua (“Plaintiffs”) respond to Defendant UPS Cartage Services, Inc.’s move the Court for a protective order preventing discovery on discovery. The emergency is because Plaintiffs’ depositions are pending and the discovery deadline is approaching.

During the depositions of Plaintiffs Aaron Niblet and William Massey, UPS’s counsel requested information about discovery on discovery. UPS is attempting to obtain the work product and arguing deficiencies in their production. Plaintiffs are

seeking protection from the work product notes not produced and discovery on discovery related to the notes. Plaintiffs' counsel instructed the witnesses not to answer and is now moving for a protective order based on the scope of discovery and the work product doctrine. Plaintiffs' argument is contained in an accompanying brief.

WHEREFORE, Plaintiffs request the Court to enter an order protecting discovery on discovery, especially concerning material protected by the work-product doctrine.

Respectfully submitted,

/s/ Brian P. Sanford

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**ATTORNEYS FOR PLAINTIFFS**

**CERTIFICATE OF CONFERENCE**

I hereby certify that conferences were held in person on February 12, 2025; between Brian P. Sanford and Kristen Simonet; on February 21, 2025 between Brian P. Sanford and Elizabeth L. Dicus; on February 25, 2025 between Elizabeth “BB” Sanford and Kristin M. Simonet; and via email on February 25 and 27, 2025, 2025. An agreement could not be reached because of differences in viewing the scope of discovery and privileges.

/s/ Brian P. Sanford

**CERTIFICATE OF SERVICE**

I hereby certify that on March 5, 2025 I electronically served the foregoing document on all counsel of record via the Court’s electronic filing system.

/s/ Brian P. Sanford